

AGREEMENT

Between the

TOWNSHIP OF HAMILTON

MERCER COUNTY

and

COMMUNICATIONS WORKERS OF AMERICA

LOWER LEVEL SUPERVISORS - CWA LOCAL 1040

JULY 1, 2002 through JUNE 30, 2007

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## PREAMBLE

This Agreement made between the Township of Hamilton, hereinafter referred to as the "Employer," and Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union," covering employees in the Hamilton Township Supervisory Association, has as its purpose the improvement and promotion of harmonious employee relations between the Township and its employees represented by the Union, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances, and the determination of the wages, hours of work, and other terms and conditions of employment.

## ARTICLE I

### RECOGNITION

SECTION I: The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of collective negotiations of salaries and wages, hours of work, fringe benefits, and of other terms and conditions of employment for all full-time permanent and provisional employees, and permanent part-time employees (defined as employees who must work a minimum of twenty (20) hours per week), in the classifications listed under the Appendix attached hereto, and for such additional classifications as the parties may later agree to include.

### SECTION II: Excluded are:

- A. Seasonal Employees
- B. Part-time Provisional and Temporary Employees
- C. Managerial Executives
- D. Policemen
- E. Employees Represented by Other Certified Bargaining Units
- F. Confidential Employees
- G. Craft Employees
- H. All Non-Supervisory Employees

## ARTICLE II

### MANAGEMENT RIGHTS

It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, are solely the responsibility of the Employer. Accordingly, the Employer retains all rights, including, but not limited to the following rights. Select and direct the working forces, including the right to hire, suspend, or discharge for just cause; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work; to decide the number and location of its facilities, stations, etc.; to determine the work to be performed within the Unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment methods, schedules of work together with the selection, procurement, designing, engineering and the control of equipment and materials; to purchase services of others; to contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

## ARTICLE III

### GENERAL PROVISIONS

SECTION I: The Union President will be notified by the Employer or its designee in writing of any changes affecting personnel due to transfer or promotion within a reasonable time after the issuance of such notice in order to conform more closely with Civil Services rules and regulations.

SECTION II: The Employer will provide the Association for its exclusive use, one (1) bulletin board per building in a place designated by the Employer.

SECTION III: The Employer agrees that, during working hours on Township premises and without loss of pay, Union representatives shall be allowed to: post Union notices; accept Union membership during all employees' non-working time; attend negotiation meetings; transmit communications authorized by the Union or its officers to the Employer; and consult with the Employer or other Union representatives concerning the enforcement of any provisions of this Agreement. Representatives of the Union, who are not employees, shall be admitted on the premises of the Employer.

SECTION IV: The Employer shall have the right, at its discretion, to apportion work by contract or sub-contract to employees or others, as it may see fit in order that the services to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work performed by the Township employees should not result in layoffs of any employees covered by this Agreement.

SECTION V: Employees have the responsibility to notify their supervisor in accordance with departmental regulations prior to the beginning of the employees starting time if they are to be tardy or absent. If for some reason the employee is unable to call prior to his starting time, he must make a notification within the first hour of work except in a continuous operation. Employees in continuous operations will be required to call prior to the start of the shift or will be subject to disciplinary action.

SECTION VI: Upon request and with reasonable notice, an employee shall have an opportunity to review and examine his personnel file. The Employer has the right to have such review and examination take place in the presence of a designated official. The employee may file a written response to any memorandum or document which is derogatory or adverse to him. Such response will be included in the personnel file, attached to and retained with the document in question. If any material is derogatory or adverse to the employee, a copy of such material may be sent to the employee upon his request.

SECTION VII: The Employer will make a reasonable effort for the safety and health of its employees and will provide employees with wearing apparel, tools or devices deemed necessary in order to ensure their safety and health. When such materials are issued, it is the employees' obligation to use them. The Employer and the Union shall endeavor to designate a safety committee member from each of its departments covered under this Agreement. It shall be the joint responsibility of the safety committee to investigate and correct unsafe and unhealthy conditions in general, and to make recommendations to either or both parties, when appropriate. The Employer will provide the Union's safety committee member reasonable time to investigate safety and health complaints in his department during his working hours at no loss of pay. The employee must first obtain permission from his immediate supervisor and it is understood that during his investigation he will not interfere with the work assignments of others. The Employer's safety committee member will accompany the Union representative on his investigation.

SECTION VIII: It is agreed that the parties shall refrain from the commitment of any unfair practice and it is further agreed that the requirements of negotiability, as set forth in statutes and amendments thereto, shall guide the conduct of the parties during the term of this Agreement.

These agreements are not intended to limit the freedom of speech of the Union or its members.

SECTION IX: The Employer and the Union agree that they will not discriminate against nor harass employees from either management or the Union.

The Employer and the Union agree not to interfere with the rights of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employees because of Union membership or non-membership. The Union recognizes its responsibility as the exclusive representative for all employees in the Unit without discrimination.

SECTION X: Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of said employee from his paycheck. This deduction will be submitted to a Union official so designated in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. This authorization shall be irrevocable during the term of this Agreement.

The Township agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of union dues an amount equal to eighty-five percent (85%) of the present union dues. The Township agrees to deduct said dues each month commencing with the third (3rd) month of employment of such employee. A copy of a list of employees from whose pay such deductions were made shall also be delivered to the local Union President.

Deduction of Union Dues made pursuant hereto shall be remitted by the Township to the Union, c/o Secretary/Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, D.C. 20001-2797, by the tenth (10th) day after the deductions are made or as soon as practicable in the month following the calendar month in which such deductions were made.

SECTION XI: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this Agreement.

SECTION XII: The Union has sole right and discretion to designate Shop Stewards and specify their respective responsibilities and authority to act for the Union. The Employer agrees to recognize a reasonable number of Union Shop Stewards (minimum 3) as mutually agreed to by the Employer and the Union. The Employer will appoint appropriate representatives of management who will respond to the Union in grievance procedure or other designated functions. Should conflict arise, the parties agree to resolve the conflict through further discussion.

SECTION XIII: Common Dignity and Respect Clause: The employer and the union agree that the work environment shall be characterized with respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

#### ARTICLE IV

##### GRIEVANCE PROCEDURE

SECTION I: Grievance Defined: Grievances are contractual if based on a breach, misinterpretation or improper application of the terms of this Agreement; or are noncontractual if based on a claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, or orders affecting the terms and conditions of employment and applicable to the agency or department head which employs the grievant.

SECTION II: Purpose: The purpose of this procedure is to assure prompt and equitable solutions to problems arising from the administration of this Agreement or other conditions of employment and to provide an exclusive vehicle for the settlement of employee grievances under Civil Service Rules.

SECTION III: Matters Beyond the Scope of Grievability: When a grievance involves an alleged violation of rights and privileges specified in Civil Services Laws and rules, for which there are specific appeals to Civil Service, the employee shall present his complaint to Civil Service directly. The Union may represent the employee and its representative may be an attorney.

Whenever a permanent employee shall be disciplined for just cause up to and including removal as set forth in but not limited to Civil Service Rules 4:1-16.7 & 16.9, he shall appeal such action directly to Civil Service. The Union may represent the employee and its representative may be an attorney. In all other disciplinary actions, employees may use the grievance procedure as an appeal against such actions, which procedure will be at the step 2 level, and which decision will be final.

If the Employer imposes discipline, written notice containing specifications of the nature of the charges and the nature of the discipline shall be given to the employee. The name of any employee so notified shall be transmitted to the Union President within seventy-two (72) hours after the notice is issued to the employee.

Any disciplinary matter of less severity (e.g. reprimand, suspension of five (5) days or less, or times of less than six (6) days pay) than those from which appeal may be made to the Civil Service Commission may be the subject of an appeal filed through the grievance procedure.

Any grievance involving disciplinary action in excess of a written reprimand may include binding arbitration as a final step.

A. A grievance must be filed initially within three (3) working days from the date on which the act which is the subject of the grievance occurred or three (3) working days from the date on which the grievant should reasonably have known of its occurrence. Where a grievance involves exclusively an alleged error in calculation of salary payments, the grievance may be timely filed within thirty (30) calendar days from the time the individual should reasonably have known of its occurrence. Other reference to days in this process are working days.

B. Time limits under this Article may be changed by mutual agreement and requests for extension of time limits will not be unreasonably withheld.

C. If the finding or resolution of a grievance at any step in the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.

D. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or move to step 2 or step 3 without a hearing at a lower step.

E. Where a grievance directly concerns and is shared by more than one (1) grievant, such group grievance may properly be initiated at whichever is the first level of supervision common to the group, with the mutual consent of the parties. The presentation of such group grievance will be by the appropriate Union representative and one (1) of the grievants designated by the Union. Where individual grievances

concerning the same matter are filed by several grievants, it shall be the option of the Employer to consolidate such grievances for hearing as a group grievance.

F. Time-off for grievance hearings will be granted to the grievant (1), the Union employee representative, and a reasonable number of witnesses, without loss of pay for the time of appearance and travel time as required if during their normal scheduled working hours.

G. Union representatives may have the right to question any witnesses who appear at any step of this procedure.

H. It is agreed that an employee in the use of this grievance procedure shall not be coerced, intimidated or suffer any reprisal, either direct or indirect, as a result of such use.

I. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of any grievance at any step or terminate an employee's grievance at any step shall be final as to the interest of the grievant and the Union.

J. No grievance settlement reached under the terms of this Agreement shall add to, subtract or modify any terms of this Agreement or existing laws and any grievance so adjusted shall have no force or effect.

#### SECTION IV: Grievance Steps:

Step 1: An employee may orally present and discuss his problem with his department head on an informal basis. If the matter is not resolved informally, the grievant may present a grievance in writing to the department head, who shall hear the grievance. The grievant may be represented by a Union employee representative. Witnesses may be heard and pertinent records received.

Decisions after the scheduled hearing shall be in writing to the grievant within three (3) days after the conclusion of the hearing. Should the grievance not be satisfactorily resolved or should there be no response within the three (3) days, the grievant may then exercise the option to proceed to the next step within seven (7) days.

Step 2: If the grievant is dissatisfied with the decision from Step 1, he may present his grievance in writing to the Business Administrator or designee, who shall hear the grievance. Witnesses may be heard and pertinent

records received. The grievant may be represented by the Union non-employee representatives and/or an employee representative.

Decisions after the scheduled hearing shall be in writing to the grievant within three (3) days after the conclusion of the hearing. Should the grievance not be satisfactorily resolved or should there be no response within the three (3) days, the grievant may then exercise the option to proceed to the next step within seven (7) days.

### Step 3

A. Civil Service Review: If the grievant is dissatisfied with the disposition of a non-contractual grievance by the Business Administrator or designee, he may appeal the grievance to the Civil Service Commission for a review if the grievance does not involve an arbitrable dispute. When the review is scheduled, the grievant may be represented by Union representatives and/or an employee representative. Witnesses may be heard and pertinent records received.

B. Arbitration: If no settlement of a contractual grievance is reached between the parties and if the grievance involves an arbitrable dispute, either the Employer or the Union, or both, may move the grievance to arbitration within 30 days from the time the answer in writing from either was due.

Any party wishing to move an arbitrable grievance to arbitration shall notify the Public Employment Relations Commission that they are moving the grievance to arbitration and request a list of arbitrators to be furnished to the Employer and the Union. If the Employer and the Union cannot mutually choose a satisfactory arbitrator within thirty (30) days after receiving the list, the Commission shall appoint an arbitrator to hear the matter and render his award in writing. The award shall be final and binding. The cost of the arbitrator's fees shall be shared by the Employer and the Union. The arbitrator shall interpret this Agreement as written and shall not alter, amend, nor add to the terms of this Agreement.

C. A grievance may be appealed to either of the aforementioned processes but not to both.

## ARTICLE V

### OUT-OF-TITLE WORK

If an employee works above his classification at the written request of his/her immediate supervisor, he/she shall be paid the rate of the higher title, not to exceed sixty (60) days. Should the employer find it necessary to

continue an out-of-title assignment beyond sixty (60) days, the parties agree to meet and review the status of the assignment. If after the review, no agreement to continue the assignment can be made, or if there is no review after sixty (60) days, the employer shall make the change permanent according to civil service rules or the employee shall return to his/her original job duties, provided no other employee is assigned the higher job classification duties or responsibilities.

Out-of-title work will be filled within the department from the next lower rated job title provided the employee possesses the necessary skills, ability and knowledge to perform the duties of the higher rated job.

**Management may select any of the top three senior employees, in the next lower rated job titles, for any out of title assignments.**

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

SECTION I: Workweek: The workweek shall consist of five (5) consecutive days, Monday through Saturday inclusive. For payroll purposes, the workweek shall commence every Monday at 7:00 a.m.

SECTION II: Work Schedule: Except for emergency situations, changes in work schedules and assignments shall be made according to the seniority provisions of the Agreement. In an emergency, each and every employee shall be subject to call for emergency duty and it is each employee's responsibility to cooperate and accept such emergency work, when required. Emergency is hereby defined as the period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what condition constitutes an emergency will be at the discretion of the Mayor and/or his designee, and will not be subject to the grievance procedure.

SECTION III: Overtime: Employees will be reimbursed at the rate of time and one half for overtime hours accrued in excess of the normal daily work shift, exclusive of those employees who by the nature of functions of their employment are to attend Council, Board and/or Commission meetings. Overtime shall be scheduled and distributed as equally as possible. The Employer shall give the employee as much advance notice as possible. Each employee is expected to be available for a reasonable amount of overtime work, yet may refuse an overtime assignment with a

reasonable excuse and not be subject to disciplinary action. To determine the approximate equalization of overtime, any such assignment offered, whether worked or not, will be considered as if worked. However, work performed in excess of sixteen (16) consecutive hours for snow removal, or on Sundays and holidays, reimbursements shall be at the rate of double time. These reimbursement credits shall be taken in compensatory time or in cash at the option of the employee. However, compensatory time off shall be taken at the mutual convenience of the employee and the immediate supervisor.

SECTION IV: Shift Differential: Employees that are regularly assigned to the 4PM-12AM shift will receive shift differential in the amount of \$.90 cents per hour. Employees that are regularly assigned to the 12AM-8AM shift will receive shift differential in addition to their regular pay in the amount of \$.95 cents per hour. No other employees are eligible for shift differential. However employees on other shifts are eligible for overtime. In no circumstances will overtime be paid in conjunction with shift differential.

SECTION V: Call-In: Employees who are called into work by their supervisor and/or designee after their normal daily work shift will be guaranteed a minimum of four (4) hours pay if called in with a crew and two (2) hours if called in without a crew.

The employee will be paid time and one-half (1 1/2) for those hours actually worked on weekdays and Saturdays and double time for those hours actually worked on Sundays. The remaining balance of time between the time actually worked up to the guaranteed minimum will be paid at straight time. This compensation will be provided to the employee each time that he/she is called in to work.

SECTION VI: Early Dismissal Provisions: If Township employees are dismissed early due to a holiday all other employees working the same day will be granted compensatory time. No other employees will be granted compensatory time.

If Township offices are closed down due to an emergency, employees that are not required to be at work will be sent home. If emergency conditions are lifted employees that work on other shifts will not receive compensatory time. The Mayor or his designee will determine when emergency conditions are lifted.

If Township offices are closed down due to an emergency, employees working non-traditional work schedules will not receive compensatory time. Employees scheduled to work on their scheduled day off will receive overtime in accordance with those provisions in the contract.

SECTION VII: FLEXIBLE SCHEDULING The parties agree to negotiate on a case-by-case basis flexible scheduling. Employees who volunteer to participate may be assigned reduced workweeks and different work hours. If flexible scheduling adversely effects the operation of any division, those employees will not eligible to participate.

## ARTICLE VII

### HOLIDAYS

SECTION I: The following days will be recognized as the paid holidays under the term of this Agreement:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veterans' Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

SECTION II: In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event a holiday falls on Sunday, it shall be celebrated on the following Monday.

SECTION III: In addition to the aforementioned holidays, the Employer will grant a holiday whenever declared by Proclamation of the Township government.

SECTION IV: In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence.

SECTION V: Whenever a holiday falls during the time an employee is utilizing combined leave, benefits that day will not be considered a combined leave benefit. Employees who are on leave of absence without pay, will not be eligible for holiday pay.

## ARTICLE VIII

### LEAVES OF ABSENCE

SECTION I: Paid Sick Leave: Sick leave for permanent employees shall accumulate on the basis of one and one quarter (1 1/4) days per month or fifteen (15) days per year. Sick leave days for provisional and temporary employees shall accumulate on the basis of one (1) day per month or twelve (12) days per year. Employees may use sick time in quarter (1/4) day increments.

Sick leave benefits are granted to employees when they are unable to perform their work by reason of personal illness, accident or exposure to a contagious disease.

Family Leave benefits are granted to employees for emergency attendance upon the member of the immediate family who is seriously ill and requires their presence or because of death in the immediate family consisting of father, mother, wife, husband, child, sister or brother.

For the purpose of benefit accumulation, accrual sick leave and family leave are combined leave. For definition and reporting purposes, sick leave and family leave are separate and distinct.

Combined leave benefits for permanent employees shall accumulate on the basis of one and one quarter (1 1/4) days per month or fifteen (15) days per year. Combined leave benefits for provisional and temporary employees shall accumulate on the basis of one (1) day per month or twelve (12) days per year.

Combined leave benefits are credited to all permanent employees in advance of January 1st of each year. However, it must be understood these days are credited anticipating the employee will work the full twelve (12) months during the year. If the employee does not work twelve (12) months during the year, combined leave benefits will be pro-rated accordingly. Paid absences are treated the same as days worked for the purpose of computing combined leave benefits.

Any amount of combined leave benefits not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. If an employee is absent for reasons that entitle him to combined leave benefits, his superior shall be notified prior to the employee's starting time or in conformance with department regulations. An employee shall submit a leave slip clearly indicating whether his absence was due to sick leave or family leave.

Combined leave benefits are not to be used for personal business. When such benefits are so improperly used, the employee is subject to disciplinary measures which can result in his or her removal. The employer may require a supporting certificate from the treating physician for any period of absence due to illness, depending on the employee's record and circumstances of this request.

Combined leave benefits shall continue to accrue while any employee is on any leave with pay. Credit shall not accrue while an employee is on any leave without pay except military leave.

Combined leave benefits will be at a rate equivalent to that payable if the employee were present for work.

Sick days are credited to all permanent employees in advance on January 1st of each year. However, it must be understood these days are credited anticipating the employee will work the full twelve (12) months during the year. If the employee does not work twelve (12) months during the year, sick leave will be pro-rated accordingly. Paid absences are treated the same as days worked for the purpose of computing sick leave.

Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. If an employee is absent for reasons that entitle him to sick leave, his superior shall be notified prior to the employee's starting time or in conformance with department regulations.

Sick leave is not to be used for personal business. When sick leave is so improperly used, the employee is subject to disciplinary measures which can result in his removal. The employer may require a supporting certificate from the treating physician for any period of absence due to illness, depending on the employee's record and circumstances of this request.

Employees having accumulated ten (10) or more of their credited fifteen (15) sick days for the year, will have the option to be paid five (5) days wages in lieu of carrying over five (5) of their sick days.

Any employee wishing to exercise the sick leave pay option must exercise the option by December 1st of the year in which the requirements have been met. Any decision to exercise this option, subsequent to December 1st of the year in which the requirements have been met, shall not be recognized.

Sick leave credits shall continue to accrue while any employee is on any leave with pay. Credit shall not accrue while an employee is on any leave without pay except military leave.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to a contagious disease, or for emergency attendance upon the member of the immediate family who is seriously ill and requires his presence or because of death in the immediate family consisting of father, mother, wife, husband, child, sister, or brother.

SECTION II: Sick Time Abuse Language: The Employer may require a supporting medical certificate from a treating physician for any period of absence due to illness of 3 consecutive days or more or for more than 10 separate occurrences during the calendar year. Quarter and half sick days will count towards the 10. Absences documented with a supporting medical statement from a treating physician prior to the 10<sup>th</sup> occurrence will not count towards the maximum.

The Employer will track sick leave use and counsel employees as needed, but at least after 8 occurrences and warn the employee that after the 10<sup>th</sup> occurrence supporting statements from a treating physician will be required for the balance of the calendar year.

Employees who are officially found to be abusing the sick leave provision will be disciplined accordingly. In addition, the employee will be required to submit supporting statements from a treating physician for any sick

leave exceeding 5 days for the subsequent calendar year. Employees that have been found to abuse their sick time and use more than 15 sick days in a calendar year may earn their sick time on a pro-rated basis the next year.

SECTION III: Bereavement Leave:

A. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandchildren, grandparents, son-in-law, daughter-in-law or any other relative living in the household of the employee, said employee shall be excused from work for a period not to exceed **five (5) work days** for grieving purposes, commencing the day after date of death. The employee will be paid his regular hourly rate for any such day of excused absence which occurs during his normal work week, but in no event more than eight (8) hours pay for any one day.

B. In the event of the death of any employee's brother-in-law or sister-in-law, the employee may be excused for the day before and the day of the funeral if they are scheduled to work.

C. In the event of the death of an employee's step parents, aunt or uncle, the employee may be excused for the day of the funeral, if he is scheduled to work.

D. It is intended that the above payment to be made for such period only that the employee would have been working and that employees will receive only one (1) benefit at one particular time. This is to say, there will be no pyramiding of benefits.

E. The Employer may require proof of relationship when the relationship is not common knowledge.

SECTION IV: Occupational Injury: Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay from the day of injury provided that a physician authorized by the Employer specifies that the injury requires a disability release from employment. Employees will be reimbursed to the date of the injury, when substantiated by the Employer's physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workmen's Compensation paid under the N.J. Workmen's Compensation Act for temporary disability. Such leave shall be limited to a maximum of six (6) months from the date of injury.

Employees returned from authorized leave of absence, as set forth above, will be restored to their original job classifications and shifts at the appropriate rate of pay with no loss of seniority or other employee rights,

privileges, or benefits. Extension of the above limits may be applied upon approval of the Township Administration after careful consideration of the nature of accident and disability.

SECTION V: Limited Duty Policy: Employees that are out on a work related or non-work related injury may be assigned limited duty. These assignments will be distributed by the Personnel Department with approval from the Township physician. Employees may be assigned different work hours depending on the limited duty assignment. Employees will be required to work the same amount of hours as mandated in their previous position. Their work schedule can only be adjusted by two hours at the beginning or end of their shift.

SECTION VI: Jury Duty: In the event that an employee is called to jury duty, he will be granted time off as the court requires. His absence from work will not be counted against his regular vacation period or sick leave accumulation. The employee will be paid only for that time actually required to serve on jury duty. All requests for jury duty leave must be filed in advance with the Personnel Department.

SECTION VII: Personal Days: All employees covered under this Agreement shall be entitled to five (5) personal days. These personal days shall be granted with pay and taken when an employee must conduct personal business. Personal days shall not be taken in conjunction with vacation or sick leave and said days must be approved 48 hours in advance of taking them, Except in cases of emergency, in which case prior approval must be requested from the Division head or designee. Personal days may be taken in quarter (1/4) day increments; must be taken during the calendar year in which earned; and are not accruable.

SECTION VIII: Maternity Leave: Maternity leave without pay may be granted for a period of six (6) months, provided the request for such leave is made in writing to the Personnel Division no later than the fourth (4th) month of pregnancy and approved by the Employer.

Sickness due to pregnancy shall be covered under the Sick Leave provision of this Agreement.

SECTION IX: Military Leave: Leave for Military purposes shall be granted in accordance with Rule 4A:6-1.11 of the N.J. Civil Service Rules, Title 4.

SECTION X: Witness Duty: When an employee is summoned or subpoenaed to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, he shall be granted the necessary time-off without loss of pay to attend if such appearance is during his scheduled work shift, provided such appearance is work related. The employee shall notify his superior immediately of this requirement for time off and subsequently furnish evidence that the witness duty for which the time off had been requested was performed.

SECTION XI: Administrative Leave:

Full-time employees, who have completed six (6) months of employment, shall be entitled to one (1) day of administrative leave of absence with pay in each calendar year for work related activities as specified in the Township Personnel Policy Manual. Administrative leave shall be scheduled in advance and shall be granted by the department head if said request does not interfere with the proper conduct of Township functions. Conflicts in the requests for the use of this leave among employees within the same work unit will be resolved on the basis of seniority. Administrative leave may be scheduled in units of half (1/2) day and shall not accumulate beyond the calendar year in which it was earned.

ARTICLE IX

SENIORITY, LAYOFF, RECALL, AND PROMOTION

SECTION I: Seniority is defined as an employee's continuous length of service with the Employer, beginning with his latest date of hire as provisional or permanent employee.

SECTION II: Layoff is separation of a permanent employee from his position for reasons other than delinquency or misconduct on his part. The Employer may layoff an employee in the classified service for purposes of budgetary limitations requiring a reduction of the number of employees in a given class, having first informed the Association of the need for such limitations.

A. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills, abilities and job title to perform whatever work may be available.

B. The Employer agrees that employee layoffs for bonafide reasons shall be according to procedures specified in Civil Service Rules.

C. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skill, abilities and job title for the work available. The Employer will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment.

SECTION III: In all applications of seniority under this Article where ability to perform work and physical fitness are equal as determined by the Employer, seniority shall be given preference in promotions, demotions, layoffs, recall, vacation schedules and work shifts.

SECTION IV: Civil Service rules and regulations shall prevail in all of the above.

SECTION V: Promotion qualifications and procedures for permanent classified employees are governed by the Department of Civil Service pursuant to statute and rules and regulations promulgated.

Following promotions, salaries shall be adjusted to the nearest step in the new range and shall be equivalent to at least one (1) full increment.

**SECTION VI: Management may select any of the top three senior employees in the next lower-rated job titles, for any provisional appointments.**

## ARTICLE X

### TRANSFER AND REASSIGNMENT

SECTION I: Transfer is the movement or change of an employee from one position or from one job assignment to another within the same job classification in another organizational unit or department within Hamilton Township.

Transfers are:

- A. Permanent, if made for indeterminate periods.
- B. Temporary, if made for a period not exceeding six (6) months.

SECTION II: Reassignment is the movement of an employee from one job assignment to another within their job classification and within the work unit, organizational unit of department.

Reassignment of employees may be made in accordance with the fiscal responsibilities of the Employer to improve or maintain operational effectiveness, or to provide employee development and job training or a balance of employee experience in any work area. Where such reassignments are not mutually agreed to, the Employer will make reassignments in the inverse order of the job classification seniority of the employees affected, given the above conditions, providing the employees are capable of doing the work and it is agreed that special qualification of a personal nature or special hardship which may result will be given due consideration.

## ARTICLE XI

### VACATIONS

SECTION I: All full-time permanent and provisional and permanent part-time employees shall be entitled to vacation leave based on their years of continuous service. Periods of a leave of absence without pay, except military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted to employees as follows:

#### Date of Hire to December 31st

The year of Appointment.....	1 day per month
One Year to Five Years.....	12 working days
Five to Ten Years.....	15 working days
Ten to Fifteen Years .....	20 working days
Fifteen to Twenty Years.....	25 working days
Twenty Years to Twenty-Five Years .....	30 working days
26 Years +.....	one day per year up to a maximum of 35 days (effective Jan 1, 2004)

For the purpose of computing years of service for vacation leave, anyone whose date of employment falls between January 1st through September 30th inclusive is entitled to count that period as a year of service. Vacation shall be computed on a calendar year basis; i.e. January 1st through December 31<sup>st</sup>. Employees may use vacation time in quarter (1/4) day increments.

SECTION II: The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

SECTION III: According to the Revised Statutes of N.J., Title II: 24A-1, vacation allowance must be taken during the current calendar year at such time is permitted. Any unused vacation, to a maximum of twenty (20) days of earned vacation allowance, will be allowed to be carried forward into the next succeeding calendar year only. Where an employee has earned vacation in excess of one (1) calendar year's allowance as of October 1st, the employee will meet with his superior to schedule off that excessive allowance so that no accrued vacation time will be lost.

SECTION IV: A permanent employee who returns from military service is entitled to full allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return. An employee who separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation becomes effective, and any vacation leave which may have been carried over from the preceding calendar year.

An employee, when retiring, shall be entitled to one (1) year's vacation allowance plus any accrued vacation allowance.

SECTION VI: Upon the death of a permanent employee, any earned annual vacation leave shall be calculated and paid to his estate in a sum of money equal to the compensation figured on his salary rate at the time of the death.

SECTION VII: Vacation leave credit shall continue to accrue while an employee is on leave with pay.

Credits shall not accrue while an employee is on leave without pay, except for military leave.

## ARTICLE XII

### INSURANCE AND RETIREMENT

SECTION I: The employer shall provide for all the employees in this union and their eligible dependents covered under this agreement the following Health Insurance Programs:

#### Horizon Traditional Program (Traditional Indemnity Program)

Single	\$10
Parent/Child	\$15
Husband/Wife	\$15
Family	\$20

All employees hired after June 30, 1996 and their eligible dependents remain ineligible for this program.

#### Horizon Blue Card PPO (Preferred Provider Organization)

Doctor Co-Pay \$10

#### Horizon Blue Choice (Point of Service Program)

This program will be offered to all employees in this bargaining unit. This program currently has no payroll deductions.

Doctor Co-Pay \$5

80% Out of Network Benefits

During open enrollment employees will have the opportunity to waive their medical coverage. Employees can choose to waive their medical coverage one year at a time and will be reimbursed \$1,000 by the Township of Hamilton. Proof of other medical coverage is required to participate. Employees can elect to reinstate their Health coverage

during the Year. Employees that have their Health coverage reinstated will be responsible for reimbursing the Township of Hamilton the \$1,000 on a pro-rated basis. If employment is terminated the employee is responsible for reimbursing the Township of Hamilton any monies owed.

#### Prescription Drug Plans

Employees that retire on or after 07/01/99 will be eligible for a prescription drug card. Retirees are eligible for the same prescription medication as active employees. Employees that are eligible for a prescription drug card will no longer have any prescription drug benefits under their health insurance carrier. Only employees that are eligible for medical benefits under section II of this agreement will be eligible for a prescription drug card at retirement.

Employees that retired before 07/01/99 will retain the right to submit Prescription Drug insurance claims to the major medical portion of their health insurance.

#### Active Employee Co-Pays

Name Brand Drugs: \$9

Generic Drugs: \$2

#### Retired Employee Co-Pays

15% Co-Pay of the cost of the prescription. (Mail order only)

20% Co-Pay of the cost of the prescription.

The employee is responsible for the co-pay at the pharmacy.

#### Dental and Vision

The employer shall provide a Dental Care Program which includes the option of an HMO Program for all its employees and their dependents covered under this agreement. The employer shall provide a Vision Care Plan for all its employees and their dependents covered under this agreement.

Effective January 1, 1992, employees will be enrolled in the N.J. State Disability Program. The cost will be shared equally by the employer and the employee, with deductions made through the payroll deduction plan.

Employees will be offered a Flexible Spending Account that they can choose to enter voluntarily. However, all payroll deductions will be automatically pre-taxed. The Personnel Office will manage the program and provide all the details.

SECTION II: Effective January 1980, the Employer agrees to provide retirement benefits in accordance with applicable statutes, with provisions of Chapter 88 of the Public Laws of 1974: N.J. State Health Benefits Programs included.

SECTION III: All employees shall be entitled upon normal retirement under the N.J. Public Employee's Retirement System to receive a lump sum payment at retirement as supplemental compensation for each full day of earned and unused accumulated sick leave and family leave benefits which is credited to them on the effective date of their retirement. The supplemental compensation payment to be paid shall be computed at the rate of sixty percent (60%) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave and family leave benefits based upon the average annual compensation received during the last year of employment, prior to the effective date of their retirement, provided however, that such lump sum payment of supplemental compensation payment shall not exceed \$21,000.

In the event of death the Township will pay a lump sum cash payment equal to sixty percent (60%) of the unused sick leave to the estate of any employee who dies prior to retirement not to exceed \$21,000.

### ARTICLE XIII

#### WAGE AND SALARY COMPENSATION PROGRAM

SECTION I: Longevity Pay: Employees in this Association shall be paid, in addition to their salaries, longevity pay on completion of the years of service as of January 1st as listed below:

7/1/02 - 6/30/07

5 years .....	\$ 600 annually
10 years .....	\$ 800 annually
15 years .....	\$1100 annually
20 years .....	\$1350 annually
25 years .....	\$1450 annually
30 years .....	\$1800 annually
35 years .....	\$2100 annually
40 years .....	\$2400 annually

Longevity pay shall be paid to full-time employees only and the amount to be paid shall be based on the years of continuous service with the Employer. All employees, who have completed the above required years of service during any quarter of the calendar year, shall be paid the pro-rated sum of longevity at the end of the calendar year.

SECTION II: Transportation Allowance:

Whenever an individual employee is authorized and required to use his privately owned vehicle or, as a condition of employment, uses such vehicle, the Employer will be responsible in accordance with appropriate Township regulation for such sanctioned use and **shall reimburse the employee the Internal Revenue Service's current mileage rate.** The requirement to utilize a privately owned vehicle shall not be imposed where it causes undue hardship on the employee, or when an official Township vehicle is available.

Employees who are regularly assigned to use their privately owned vehicles on a daily basis will be entitled to receive reimbursement for business use insurance premiums, provided proper documentation is presented to the employer. The reimbursement will not exceed \$100 per year and shall be prorated on a monthly basis.

Employees who do not hold a valid and current driver's license shall not drive. Authorization for such use is predicated on the individual maintaining proper automobile insurance and current registration as specified in the N.J. Motor Vehicle Regulations.

The employer agrees to maintain in full force and effect liability insurance on all vehicles owned by the Employer. The insurance will provide for coverage to anyone driving a vehicle owned by the Employer with permission. Hamilton Township agrees to conform with current New Jersey State Statutes. The employer shall also provide gap insurance over and above the coverage of an individual employee's private automobile liability insurance coverage to cover those situations in which an individual is authorized to use his own vehicle for any business of the employer. The employer will provide the union with a copy of the Township Automobile Insurance Policy and advise the union in the future of any significant changes in the policy.

SECTION III: Tuition Refund Allowance:

It is agreed that the Employer will establish a tuition refund program. Information, including application details, will be provided to Union employees in the Township Personnel Policy Manual.

SECTION IV

The following across the board wage increases shall be granted to all employees covered by this Agreement:

July 1, 2002.....2%

January 1, 2004....1%

July 1, 2004.....4%

July 1, 2005.....4.5%

July 1, 2006.....5%

The July 1, 2002 wage increase shall be applied to all salary related matters retroactive to July 1, 2002.

Salary ranges for all new employees hired after June 30, 1996 shall consist of eight (8) steps.

Increments will be on January 1st of each year during the life of this agreement except for newly hired employees, promotions, and salary range changes, which will be on the first day of the new quarter. Increments will be paid in each year of this Agreement to all employees not at maximum rate.

A system of position classifications with appropriate position descriptions shall be continued. Copies of current position descriptions will be made available to the Union.

SECTION V: Clothing Allowance:

Employees serving in nursing and Animal Control shall be eligible to receive a yearly clothing allowance of \$475.00 during the term of this agreement.

Payment will be made based on the number of months actually worked in each year.

ARTICLE XIV

RANGE CHANGES

SECTION I: Preamble:

Develop a Joint Salary Range Review Committee, with representatives from both the administration and the bargaining units to:

- Establish a uniform format for submitting requests
- Receive requests for range changes
- Establish a procedure to review salaries
- Make recommendation to the administration

The Salary Review Committee will be established and fully functioning within 3 months of the signing of the bargaining agreements. Should any party not designate the appropriate representative(s) the committee shall function without that unit being represented.

SECTION II: JOINT SALARY RANGE REVIEW COMMITTEE

**Purpose**

To review salary range change requests submitted by the employees and recommend to the administration areas to be closely scrutinized in determining salary adjustments.

**Objective**

To facilitate a fair review of salary range change requests with a goal to work towards an equitable salary guide taking into consideration such requirements as education, experience, responsibility, skill, working conditions, etc. The main goal is to develop a guide that provides equal pay for work of equal value.

**Responsibility**

The committee shall be responsible to fairly review each request submitted, in a timely manner, and make a recommendation to the administration as to whether a change in salary range is warranted, pointing out those areas that need to be reviewed. The committee shall meet quarterly to review any requests submitted and fairly evaluate the request. A final decision will be forwarded to the administration, within 10 days, with their recommendation. The administration will have the final word on range changes but will make determinations based on fairness and taking into consideration the findings of the committee. The administration will respond to the committee, within 90 days, with a written response. The committee will review the response and present it to the employee within 10 days of receiving a response from the administration.

### **SECTION III: Committee Composition**

The committee shall be composed of the Union Presidents of each unit and one representative from management, designated by the administration. The bargaining units participating will include CWA Local 1032 Upper Level Supervisors, CWA Local 1040 Lower Level Supervisors, and CWA Local 1042 – White Collar. The chairperson of the committee shall be elected by a majority vote of the entire committee and will serve as chair for a period of one year.

### **SECTION IV: RANGE REVIEW PROCEDURES**

- 1.) Employee presents a written request for a range study to the committee via their respective bargaining unit, documenting the reason(s) for the request and providing pertinent background information supporting the request.
- 2.) Employees will have the right to present a range change request in accordance with the terms of their respective collective bargaining agreements.
- 3.) The committee shall meet quarterly to review any requests and make a determination as to the merits of the request.
- 4.) The committee will review all pertinent records, etc., interview respective supervisors and/or department heads and use a predetermined set of guidelines to determine the validity of the request. The bargaining unit representative(s) will not be included in any vote for a determination for any position covered by their bargaining unit.

- 5.) The committee shall forward its recommendation to the administration within 10 days of reaching a decision. The decision will include specific points of why the decision was made. The administration will review the request and the decision of the committee and respond to the committee within 90 days of receiving the decision. The administration will retain full jurisdiction over salaries.
- 6.) The committee will forward the final decision to the employee.
- 7.) Salary adjustments will be implemented within 30 days of the final decision or as negotiated by the appropriate bargaining unit.
- 8.) It is the sole responsibility of the employee to provide documentation supporting the request. All requests and information will remain confidential.
- 9.) Range change reviews can be requested by an employee, the administration or by the committee should they discover a situation meriting review while investigating facts.
- 10.) Management will reply to the committee and supply written reasons as to why the range change is approved or denied
- 11.) As long as management provides written justification no further appeals will be acceptable.
- 12.) The committee will not examine a range change request more than once during the life of the contract.

#### **SECTION V: RANGE REVIEW GUIDELINES**

Many factors enter into establishing an appropriate range for a specific title. With that in mind all parties will meet with an open mind and take into consideration the following areas when reviewing all range change requests:

##### **A. Skill**

Experience

Education

Ability

##### **B. Responsibility**

Supervisory

Monetarily

Duties

##### **C. Effort**

**Mental**

**Physical**

**D. Working Conditions**

**Location**

**Hazards**

**Environment**

**E. Comparable positions**

**Consideration given to all of the above areas**

**F. The effect a salary range change may have on other titles**

**ARTICLE XV**

**CONTRACT PRINTING**

Contracts shall be printed in booklet form within two (2) months of Contract signing. The cost of the printing will be shared by both parties.

**ARTICLE XVI**

**CAREER LADDER**

The Presidents of each CWA bargaining unit and the Personnel Director shall finalize a career ladder within three months from the signing of this contract. This ladder will determine which titles can qualify for promotional appointments based upon job descriptions and job functions. All positions that are considered promotional examinations, by the New Jersey Department of Personnel, will be considered part of the career path or career ladder. Positions that the New Jersey Department of Personnel classifies as entry level will be excluded from the career ladder. Management also retains the right to fill all open competitive positions (exams open to residents) with the candidate of its choice.

Management and Union agree to follow all New Jersey Department of Personnel rules and regulations.

ARTICLE XVII

U.S. SAVINGS BONDS

Payroll deductions shall be made from the employee's paycheck. It shall be the employee's responsibility to obtain, complete, and process the appropriate U.S. Treasury form for purchase.

ARTICLE XVII

EFFECT OF AGREEMENT; SAVINGS CLAUSE;

COMPLETE AGREEMENT

SECTION I: Regulatory policies initiated by the Employer which have the effect of work rules governing the conditions of employment and which conflict with any provision of this Agreement shall be considered to be modified consistent with the terms of this Agreement, provided that if the Employer changes or intends to make changes which have the effect of elimination in part or in whole such terms and conditions of employment, the Employer will notify the Union. If requested by the Union within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the employees affected, the Employer shall within twenty (20) days of such request enter negotiations with the Union on the matter involved. If a dispute arises as to the negotiability of such matters, then the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

SECTION II: If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the Request of either party, the Employer and the Union agree to meet and renegotiate any provision so affected.

SECTION III: The Employer and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation.

#### ARTICLE XVIII

##### UNION REPRESENTATIVES

Union Representatives shall be permitted to attend seminars, meetings and conventions for Union business on Township time. Representatives of the Union shall be selected and written notice of their selection by the unit shall be given to the Township by January 1, and the Employer notified no later than thirty (30) days before the time the seminar, meeting and/or convention is scheduled.

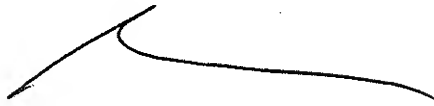
ARTICLE XIX  
TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of JULY 2002, and shall remain in full force and effect through JUNE 30<sup>TH</sup>, 2007. It shall be automatically renewed from year to year thereafter unless either party shall give written notice 90 days prior to the anniversary date of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 30 days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the following manner.

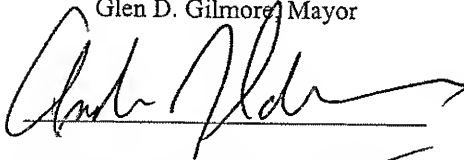
In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

The parties agree to negotiate in good faith on all matters presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such, impasse.

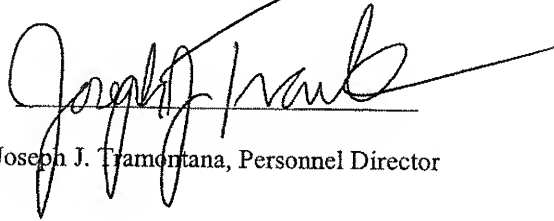
For the Township of Hamilton



Glen D. Gilmore, Mayor

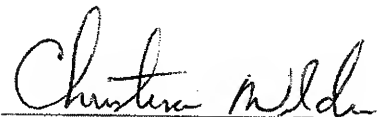


Andrew J. Salerno, Business Administrator



Joseph J. Tramontana, Personnel Director

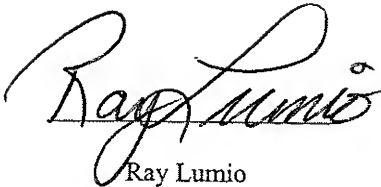
Attested By:



Christina N. Wilder

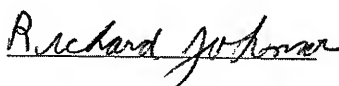
Municipal Clerk

For the Communications Workers of America, AFL-CIO



Ray Lumio

President, CWA Local 1040



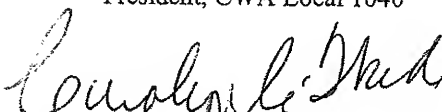
Richard Johnson

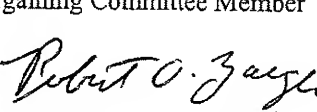
Bargaining Committee Member



Charles J. Sangmeister

CWA Representative

  
President Local 1040

  
Rep. 1040